

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
STATESVILLE DIVISION  
CIVIL NO. 5:22-CV-00064-KDB-DSC**

UNITED STATES OF AMERICA,	)
	)
Plaintiff,	)
	)
v.	)
	)
APPROXIMATELY \$14,970.00 IN U.S.	)
CURRENCY seized from Jordon Marquis	)
Horton on December 17, 2021, in Caldwell	)
County, North Carolina,	)
	)
and	)
	)
APPROXIMATELY \$37,625.00 IN U.S.	)
CURRENCY seized from Jordon Marquis	)
Horton on December 17, 2021, in Caldwell	)
County, North Carolina,	)
	)
Defendants.	)

**THIS MATTER** is before on the Government’s motion for default judgment as to all persons and entities with respect to the \$14,970.00 in U.S. Currency and \$37,625.00 in U.S. Currency (collectively, “the Defendant Currency”) identified in the Verified Complaint, other than Jordon Marquis Horton and Elizabeth Horton, whose claims have been resolved pursuant to the terms of a settlement agreement. *See* Settlement Agreement, Doc. No. 15-1. For the reasons set forth below, the Court **GRANTS** the Government’s motion.

On May 23, 2022, the Government filed a Verified Complaint for Forfeiture *in Rem*, alleging that the Defendant Currency is subject to civil forfeiture under 21 U.S.C. § 881(a)(6). Doc. No. 1. On June 2, 2022, the Clerk issued a Warrant of Arrest *in Rem* for the Defendant Currency. Doc. No. 2. .

After the Government filed its Complaint, and in accordance with Rule G(4)(b) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, the Government provided direct notice of this action to known potential claimants. On June 8, 2022, the Government mailed notice and a copy of the Complaint to Jordon Marquis Horton and Elizabeth Horton. Doc. No. 6. Additionally, in accordance with Supplemental Rule G(4)(a), the Government provided notice by publication as to all persons with potential claims to the Defendant Currency by publishing notice via [www.forfeiture.gov](http://www.forfeiture.gov) for 30 consecutive days, beginning on June 1, 2022. *Id.*

The Government has taken reasonable steps to provide notice to known potential claimants, and the Government has otherwise complied with the notice requirements set forth in Supplemental Rule G(4). During the pendency of this action, no other individual or entity has made a timely claim to the Defendant Currency. Accordingly, on October 21, 2022, the Government filed a motion for entry of default and on October 24, 2022, the Clerk entered default. Doc. Nos. 15, 16.

For these reasons, pursuant to Fed. R. Civ. P. 55(a), the Government requests that the Court enter a default judgment as to all persons and entities with respect to the Defendant Currency other than Jordon Marquis Horton and Elizabeth Horton, whose claims have been resolved pursuant to a settlement agreement. *See United States v. 15 Trimont Lake Road*, No. 2:10-cv-16, 2011 WL 309921 (W.D.N.C. Jan. 28, 2011) (entering Default Judgment of Forfeiture as to all other persons and entities when a claimant entered into settlement agreement).

After careful review, the Court finds that the Government's motion should be granted. Accordingly, the Court hereby **ORDERS** that:

1. The Government's Motion for Default Judgment of Forfeiture is hereby

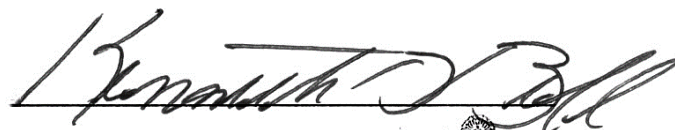
**GRANTED**, and judgment is entered in favor of the United States against all persons and entities with respect to the Defendant Currency other than Jordon Marquis Horton and Elizabeth Horton, whose claims to the Defendant Currency were resolved pursuant to the terms of a settlement agreement.

2. **IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED** that apart from the amount to be returned to Ms. Horton under the terms of the settlement agreement, any right, title and interest of all other persons and entities to the Defendant Currency is hereby forfeited to the United States, and no other right, title, or interest shall exist.

3. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the United States Marshal is hereby directed to dispose of the Defendant Currency as provided by law, consistent with the terms of the settlement agreement.

**SO ORDERED**

Signed: November 8, 2022

A handwritten signature in black ink, appearing to read "Kenneth D. Bell", written over a horizontal line.

Kenneth D. Bell  
United States District Judge

